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returning on foot from a mining claim, and died as a result. *Held,* that death by sunstroke was accidental within the meaning of the policy. *Richards* v. *Standard Acc. Ins. Co.* (Utah, 1921), 200 Pac. 1017.

The court seems to rest its decision on the ground that sunstroke is popularly considered as an accident, and, although technically it is a disease, the words in an insurance policy must be understood in their plain, ordinary and popular sense rather than their scientific meaning. And since the words must have been considered in their ordinary popular sense by the insured when he took out the policy, their meaning must be held to be the same when the policy is sued on. The authorities are not in harmony on this question, but there seems to be a tendency in the later decisions to hold that death by sunstroke is accidental. In *Sinclair* v. *Maritime Passengers Assurance Co.,* 3 Ell. & Ell. 478, it was held that sunstroke was a disease, and hence there could be no recovery under a policy insuring against accident. This case was followed in *Cont. Cas. Co.* v. *Pittman,* 145 Ga. 641, where it was held that sunstroke incurred while insured was performing his ordinary duties as fireman on a locomotive was not an accident. To the same effect is *Dozier* v. *Fidelity and Cas. Co. of N. Y.,* 46 Fed. 446. In accord with the principal case are *Bryant* v. *Cont. Cas. Co.,* 107 Tex. 582; *Higgins* v. *Midland Cas. Co.,* 281 Ill. 431, and *Railway Officials* v. *Johnson,* 109 Ky. 261. *Johnson* v. *Fidelity and Cas. Co. of N. Y.,* 184 Mich. 406, is in accord on principle, although the facts were somewhat different. In that case it was held that death as a result of ptomaine poisoning is covered by an accident policy providing for payment in case insured comes to his death as a result of an accident. See also a note in L. R. A. 1916 E 957. The *Higgins* case, *supra,* is commented on in 16 MICH. L. REV. 453, and 13 ILL. L. REV. 133.

INTERSTATE COMMERCE COMMISSION—POWER OVER INTRASTATE RATES.—Acting under the Transportation Act of 1920, the Interstate Commerce Commission ordered the railroads in a group, of which the Wisconsin roads were a part, to increase freight and passenger rates to a point considerably above rates allowed on intrastate traffic. Thereupon the carriers applied to the Wisconsin Railroad Commission for corresponding increases. That commission denied any increases in passenger fares on the ground that the state statute limited such fares to two cents a mile. From an interlocutory injunction granted to the railroads to enjoin the state commission from interfering with the maintenance of the fares ordered by the Interstate Commerce Commission the case was taken to the Supreme Court of the United States on appeal. *Held,* that the passenger fares limited by the Wisconsin statute are an "undue, unreasonable and unjust discrimination against interstate and foreign commerce" under the Transportation Act of 1920, which may be removed by the order of the Interstate Commerce Commission. *Railroad Commission of Wisconsin* v. *C., B. & Q. R. Co.* (U. S., Feb. 27, 1922).

This case, known as *Wisconsin Passenger Fares,* 59 I. C. C. 391, and a New York case decided the same day, *State of New York* v. *U. S. et al.,*

which was an outgrowth of what is known as *Ex parte 74 Increased Rates*, 58 I. C. C. 220, are the logical development of *The Illinois Central Case*, 245 U. S. 493, 16 MICH. L. REV. 379. In the last mentioned note it was said that the *Illinois Central Case* is evidently not the last, but the war delayed for some years the issue which now again arises between the states and the federal government. The present case expressly denies that the decision involves giving the federal commission general regulation of intrastate commerce, but does reiterate the view of the *Minnesota Rate Case*, 230 U. S. 352, 399, that the power to regulate interstate commerce "is not to be denied or thwarted by the commingling of interstate and intrastate operations." So far, at least, as concerns rates it would seem there is practically no right left in the state which may not be considered by Congress as affecting interstate commerce, and so subject to federal control. Specifically, the court decides, first, that the order of the commission is much wider than the orders in the *Shreveport* and *Illinois Central* cases, in that it includes all rates and fares in the states. It was a horizontal increase of them all. Such an order "should not be given precedence over a state rate statute, otherwise valid, unless, and except so far as, it conforms to a high standard of certainty," quoting from the *Illinois Central* case. The intrastate fares as a whole were found to be an undue discrimination against interstate commerce, for they so reduced the revenue necessary to yield a fair return to the companies as to require a heavy increase in interstate rates to offset this loss. The lower the intrastate the higher the interstate rates must be. The court therefore upholds the power of the Interstate Commerce Commission to order the increase of intrastate rates, and leaves it to a conference between that commission and the state commission to make necessary adjustments modifying the horizontal increase. The Transportation Act of 1920 so construed marks another long step in the extension of federal and the restriction of state control of agencies of nation-wide activity, and it has already drawn vigorous protest from those who are jealous for local power of control. The decision makes a conspicuous effort to show that there does remain a sphere in intrastate commerce that cannot be entered, or at least completely occupied, by the federal control. It is, however, too restricted to furnish much comfort to state commissions.

LAW OF NATIONS—EFFECT OF WAR ON CONTRACTS.—In June, 1914, the plaintiff, a citizen of the United States residing in Ohio, contracted with his son-in-law, Meyer, a German citizen then residing in Ohio, to support the latter's children during his absence. Meyer and his wife went to Germany. When war broke out Meyer entered the German army and remained abroad until the close of the war. Under Trading with the Enemy Act, October 6, 1917, which made it unlawful to trade with the enemy except under license from the President, "to trade" included "(c) Enter into, carry on, complete or perform any contract, agreement or obligation." Subsequent to this date plaintiff continued to perform the agreement without license from the President. Claim was made against assets of Meyer in the